

# CITY OF HORICON

404 EAST LAKE STREET  
HORICON WI 53032

## MEETING NOTICE

DATE ISSUED: July 14, 2020

BY: Susan Hady

### PERSONNEL & FINANCE COMMITTEE

**ATTENDEES:**

Susan Hady	Donald Miller	Forrest Frami	Kristen Jacobson
Joseph Adamson	Timothy Kingman	Alexandra Harvancik	Mark Tesch
Carole Baker	Pat Bulman	C: Mayor Grigg	

DATE: Wednesday, July 15, 2020

TIME: 6:00 p.m.

LOCATION: City Hall, Activity Room B

LEADER: Susan Hady, Chairperson

**AGENDA:**

1. Call to Order.
2. Roll Call.
3. Public Appearances.
4. Approve Previous Minutes.
5. Memorandum of Understanding Between the City of Horicon and Deere & Company – East Lake Street Asphalt Work.
6. June 2020 Payables.
7. Set Next Meeting Date.
8. Non-Action Discussion.
9. Adjourn.

IF UNABLE TO ATTEND, PLEASE NOTIFY: Kristen Jacobson

PHONE: 485-3500

DATE POSTED: 07/14/2020

TIME POSTED: 9:00 a.m.

## Memorandum of Understanding

This Memorandum of Understanding ("Memorandum") is made and entered into as of this 05 day of May, 2020 ("Effective Date"), by and among **Deere & Company**, a Delaware corporation, with a principal place of business at One John Deere Place, Moline, Illinois 61265 ("Deere") and **City of Horicon**, a Wisconsin municipality, with a principal place of business at 404 East Lake Street, Horicon, Wisconsin ("City of Horicon"). Deere and the City of Horicon may from time to time be hereinafter referred to individually as a "Party" or collectively as the "Parties".

### RECITALS

**WHEREAS**, Deere and its affiliated entities own and operate various facilities throughout North America and the world for the manufacture and sale of machinery and equipment used in agriculture, construction, and commercial and residential lawn and garden care;

**WHEREAS**, City of Horicon is a local municipality;

**WHEREAS**, Deere and the City of Horicon desire to enter into this Memorandum for the purposes specified herein.

**NOW, THEREFORE**, in consideration of the mutual premises set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

- 1. Background and Statement of Intent.** Deere has engaged a construction management company to replace the fire and gas mains located at 201 E Lake Street which shall include asphalt paving ("Project") and the City of Horicon agrees to reimburse Deere for the costs of the asphalt paving upon the terms and conditions set forth in this Memorandum.
- 2. Reimbursement.** Upon completion of the Project, Deere shall submit a detailed invoice to the City of Horicon substantiating the asphalt work performed for reimbursement of the amount not to exceed Twenty thousand dollars (\$20,000) Deere paid to its construction management company. The City of Horicon shall reimburse Deere within thirty days of receipt of the invoice.
- 3. Easement.** Deere shall procure an easement to both construct and maintain the tunnel located at 201 E. Street, Horicon, Wisconsin. Deere shall draft and submit easement for the City of Horicon's review.
- 4. No Assignment; Severability.** Neither Deere nor the City of Horicon may assign this Memorandum or any of their rights or obligations hereunder without the prior written consent of Deere. If any provision of this Memorandum is determined to be invalid, illegal or unenforceable, the remaining provisions of this Memorandum remain in full force and effect so long as the essential terms and conditions of this Memorandum reflect the original intent of the Parties.
- 5. Governing Law; Venue; Execution.** This Memorandum is governed by and construed in accordance with the laws of the State of Wisconsin, without regard to its conflict of law provisions. The Parties consent to the exclusive jurisdiction of, and venue in, any federal or state court of competent jurisdiction located in Wisconsin for the purposes of adjudicating any matter arising out of or relating to this Memorandum. Deere and the City of Horicon each waive any objection based on venue or forum non conveniens with respect to such jurisdiction and venue. The person executing this Memorandum on behalf of each Party, represents and warrants that s/he/they are authorized to enter into this Memorandum on each such Party's behalf. Electronically submitted signatures are deemed as legally enforceable as the original.
- 6. Recitals; Headings; Counterparts.** The recitals set forth herein are incorporated into and form a part of this Memorandum, the truth and accuracy of which are evidenced by each Party's execution hereof. The section headings and captions contained in this Memorandum are for convenience only and do not affect the

construction or interpretation of any provision of this Memorandum. This Memorandum may be executed in counterparts and delivered to each of the Parties by electronic transmission. Each such counterpart is deemed an original instrument, but all such counterparts taken together constitute one and the same agreement.

7. **Notices.** Any notices required or permitted to be given to a Party under this Memorandum are to be delivered to the addresses included in the opening paragraph, to the attention of Sr Facility Engineer-Facilities Services in the case of Deere and to the attention of City Clerk-Treasurer in the case of the City of Horicon. Any notice required or permitted under this Memorandum is to be given in writing, and is deemed effectively given: (a) upon personal delivery to the Party to be notified; (b) upon receipt when sent by certified U.S. mail, return receipt requested; or (c) one day after deposit with a reputable overnight courier, prepaid for overnight delivery and addressed as described in this Section, and upon confirmation of delivery by said courier.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

**IN WITNESS WHEREOF**, the Parties have executed this Memorandum as of the Effective Date.

DEERE & COMPANY

CITY OF HORICON

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_